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TN REGULATORY AUTHORITY
July 29, 2002
SECRET ROOM

VIA HAND DELIVERY

Hon. Sarah Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and ACCESS Integrated, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. ~~01-00929~~ 02-00824

Dear Chairman Kyle:

ACCESS Integrated Networks, Inc. ("ACCESS Integrated") and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority ("TRA") the original and thirteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated February 17, 2000. The first Amendment replaces Port and Loop/Port Combination sections of Attachment 2, Exhibit C, Rates to incorporate rates for Vertical Features. The second Amendment adds provisions and rates for Unbundled Remote Call Forwarding.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

GMH/jej

Enclosure

cc: Mr. Tom Wright, ACCESS Integrated Networks, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and ACCESS Integrated Networks, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 01-00929

PETITION FOR APPROVAL OF THE
AMENDMENTS TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND ACCESS INTEGRATED NETWORKS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, ACCESS Integrated Networks, Inc. ("ACCESS Integrated") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated February 17, 2000 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, ACCESS Integrated and BellSouth state the following:

1. ACCESS Integrated and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to ACCESS Integrated. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 15, 2000.

2. The parties have recently negotiated Amendments to the Agreement. The first Amendment replaces Port and Loop/Port Combination sections of Attachment 2, Exhibit C, Rates to incorporate rates for Vertical Features. The second Amendment adds provisions and rates for Unbundled Remote Call Forwarding. A copy of the Amendments is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, ACCESS Integrated and BellSouth are submitting their Amendments to the TRA for consideration and approval. The Amendments provide that either or both of the parties are authorized to submit the Amendments to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendments between BellSouth and ACCESS Integrated within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. ACCESS Integrated and BellSouth aver that the Amendments are consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

ACCESS Integrated and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This 30th day of July, 2002.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendments to the Interconnection Agreement on the following via United States Mail, on the 30th day of July, 2002:

Mr. Tom Wright
ACCESS Integrated Networks, Inc.
4885 Riverside Drive, Suite 202
Macon, Georgia 31210

A handwritten signature in black ink, consisting of a large, stylized 'G' followed by 'uy M. Hicks'.

Guy M. Hicks

**AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND ACCESS INTEGRATED NETWORKS, INC.
DATED FEBRUARY 17, 2000**

This Agreement (the "Amendment") is made and entered into between BellSouth Telecommunications, Inc. ("BellSouth") a Georgia corporation, and ACCESS Integrated Networks, Inc. ("ACCESS Integrated") a Georgia corporation.

WHEREAS, The Parties desire to amend that certain Interconnection Agreement between BellSouth and ACCESS Integrated dated February 17, 2000 (the "Interconnection Agreement") in order to correct an inadvertent error affecting final rates ordered by the Tennessee Regulatory Authority ("TRA") in Docket Number 97-01262, on December 19, 2000, as amended by BellSouth's corrected submissions of January 31, 2001 and February 12, 2001;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and ACCESS Integrated hereby covenant and agree as follows:

1. The Parties agree to delete the rates for Tennessee only in the Amendment dated June 26, 2001 attached hereto and incorporated herein, that replaced in their entirety, the Port and Loop/Port Combination sections of Attachment 2, Exhibit C, Rates to incorporate rates for Vertical Features, and to put back into full force and effect the Second Amendment dated May 2, 2001 for the state of Tennessee.
2. The Parties agree that all of the other provisions of the Interconnection Agreement, dated February 17, 2000, shall remain in full force and effect.
3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Tennessee Regulatory Authority or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

This Amendment is made effective upon the date that it is signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the data indicated below.

BellSouth Telecommunications, Inc.

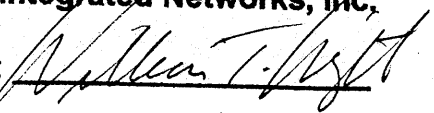
Signature: 

Name: Greg Follensbee

Title: Senior Director

Date: 8/31/01

ACCESS Integrated Networks, Inc.

Signature: 

Name: William T. Wright

Title: President

Date: 8-28-01

**AMENDMENT
TO THE
AGREEMENT BETWEEN
ACCESS INTEGRATED NETWORKS, INC.
AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED FEBRUARY 17, 2000**

Pursuant to this Amendment, (the "Amendment"), Access Integrated Networks, Inc. ("Access Integrated"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated February 17, 2000 ("Agreement").

WHEREAS, BellSouth and Access Integrated entered into the Agreement on February 17, 2000 and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The parties agree to amend Attachment 2 to add provisions for an Unbundled Network Port Element (UNE-P) with Remote Call Forwarding capability ("URCF service"). The provisions are as set forth in Exhibit 1 attached herein by reference and will be incorporated in the agreement in section 4.1.6.4 of Attachment 2.
2. The parties further agree to add the following rate elements for URCF to Attachment 2 Exhibit C as set forth in Exhibit 2 of this Amendment. Exhibit 2 is attached herein and incorporated by this reference.
3. All of the other provisions of the Agreement, dated February 17, 2000, shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

ACCESS Integrated Networks, Inc.

By: William T. Wright

Name: William T. Wright

Title: President

Date: 6-18-02

BellSouth Telecommunications, Inc.

By: Pat C. Fenwick

Name: Patricia C. Fenwick

Title: MANAGING DIRECTOR

Date: 6/24/02

Exhibit 1

4.1.6.4 Remote Call Forwarding

- 4.1.6.5 As an option, BellSouth shall make available to Access Integrated an unbundled port with Remote Call Forwarding capability ("URCF service"). URCF service combines the functionality of unbundled local switching, tandem switching and common transport to forward calls from the URCF service telephone number (the number dialed by the calling party) to another telephone number selected by the URCF service subscriber. When ordering URCF service, Access Integrated will ensure that the following conditions are satisfied:
- 4.1.6.6 That the end user of the forward-to number (service) agrees to receive calls forwarded using the URCF service (if such end user is different from the URCF service end user);
- 4.1.6.7 That the forward-to number (service) is equipped with sufficient capacity to receive the volume of calls that will be generated from the URCF service;
- 4.1.6.8 That the URCF service will not be utilized to forward calls to another URCF or similar service; and
- 4.1.6.9 That the forward-to number (service) is not a public safety number (e.g. 911, fire or police number).
- 4.1.6.10 In addition to the charge for the URCF service port, BellSouth shall charge Access Integrated the rates set forth in Exhibit B for unbundled local switching, tandem switching, and common transport, including all associated usage, incurred for calls from the URCF service telephone number (the number dialed by the calling party) to the forward- to number (service).

[illegible]

[illegible]

[illegible]

[illegible]

EXHIBIT 2

UNEs - Louisiana		Attachment 2				Exhibit C			
CATEGORY	DATE ELEMENTS	Item	Zone	BCS	USOC	RATES(\$)			
						Base	First	Additional	Measuring Disconnect
	UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)								
	UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE								
	UNBUNDLED REMOTE CALL FORWARDING SERVICE - AREA CALLING - Bus								
	UNBUNDLED REMOTE CALL FORWARDING SERVICE - LOCAL CALLING - Bus								
	UNBUNDLED REMOTE CALL FORWARDING SERVICE - INTERLATA - Bus								
	UNBUNDLED REMOTE CALL FORWARDING SERVICE - INTRALATA - Bus								
	Non-Recurring								
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is								
	Unbundled Remote Call Forwarding Service - Conversion with allowed charge (PIC and LPI)								
	UNBUNDLED REMOTE CALL FORWARDING - Bus								
	Unbundled Remote Call Forwarding Service - Area Calling - Bus								
	Unbundled Remote Call Forwarding Service - Local Calling - Bus								
	Unbundled Remote Call Forwarding Service - InterLATA - Bus								
	Unbundled Remote Call Forwarding Service - IntraLATA - Bus								
	Non-Recurring								
	Unbundled Remote Call Forwarding Service - Expanded and Exception Local Calling								
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is								
	Unbundled Remote Call Forwarding Service - Conversion with allowed charge (PIC and LPI)								

[illegible]

UNEs - North Carolina		Attachment 2										Exhibit C	
CATEGORY	DESCRIPTIONS	Index	Zone	BOB	USOC	RATES(\$)				Five Order Subscribed Basic per LSP	Five Order Subscribed per LSP	Incremental Charge Manual Order vs. Electronic Order	Incremental Charge Manual Order vs. Electronic Order
						Per	Per	Per	Per				
	UNBUNDLED LOCAL EXCHANGE SWITCHING PORTS												
	UNBUNDLED PORT WITH REMOTE CALL FORWARDING CAPABILITY												
	UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE												
	Unbundled Remote Call Forwarding Service, Area Calling - Res			UEPVR		2.19	21.60	21.60				26.94	12.76
	Unbundled Remote Call Forwarding Service, Local Calling - Res			UEPVR		2.19	21.60	21.60				26.94	12.76
	Unbundled Remote Call Forwarding Service, Inter-LATA - Res			UEPVR		2.19	21.60	21.60				26.94	12.76
	Unbundled Remote Call Forwarding Service, Intra-LATA - Res			UEPVR		2.19	21.60	21.60				26.94	12.76
	Non-Residential												
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2		2.77	0.40				26.94	12.76
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVR	USAC2		2.77	0.40					
	UNBUNDLED REMOTE CALL FORWARDING - BUS												
	Unbundled Remote Call Forwarding Service, Area Calling - Bus			UEPVB		2.19	21.60	21.60				26.94	12.76
	Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB		2.19	21.60	21.60				26.94	12.76
	Unbundled Remote Call Forwarding Service, Inter-LATA - Bus			UEPVB		2.19	21.60	21.60				26.94	12.76
	Unbundled Remote Call Forwarding Service, Intra-LATA - Bus			UEPVB		2.19	21.60	21.60				26.94	12.76
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UEVJ1	2.19	21.60	21.60				26.94	12.76
	Non-Residential												
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		2.77	0.40				26.94	12.76
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USAC2		2.77	0.40					

[illegible]